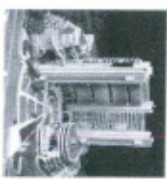




दिल्ली नगर निगम / MUNICIPAL CORPORATION OF DELHI
अस्पताल प्रशासन विभाग / Hospital Administration Department
(मुख्यालय, 18वीं मंजिल, डॉ. श्यामा प्रसाद मुखर्जी सिविक सेंटर)
(Hq, 18th Floor, Dr. Shyama Prasad Mukherjee Civic Centre)
नई दिल्ली-110002 / New Delhi-110002



No.:AO(HA)/MCD/NIT/HQ/2023/1260

DATED: 21.04.2023

Subject : - Regarding Inviting Fresh Notice Inviting Tender (NIT) Through Gem Portal for procuring manpower agency for providing manpower i.e. 09 Security Guard (07 Male & 02 Female) on prevailing minimum wages in Hospital Administration Department of Municipal Corporation of Delhi.

PSMS Hospital, Kalkaji is located at Central Zone of Municipal Corporation of Delhi. The Agency/Firm will be required to provide **09 Security Guards (07 Male & 02 Females)** to the premises at PSMS Hospital, Kalkaji. In case, any new premise comes up at different location, the services will also be provided there on demand from the department. The period of contract shall be initially for One Year but if required by the department it may be extended for **one more year** on the basis of Satisfactory work and conduct report of security guards by the RMS/PSMS Hospital, Kalkaji.

Tender through Gem portal is invited from eligible Manpower service providers for providing manpower i.e. 09 Security Guards (07 Male & 02 Female) on prevailing minimum wages at PSMS Hospital, Kalkaji in Hospital Administration Department of Municipal Corporation of Delhi initially for the period of **one year (extendable for one more year) on the basis of Satisfactory work performance and conduct report of 09 Security Guards by RMS/PSMS Hospital, Kalkaji**. Requirement/eligibility criteria/Terms and conditions of the contract have been clarified/mentioned in the Terms & Conditions and Additional Terms & Conditions (ATC). Tender document is available online at Gem portal as well as tender instructions on the website of MCD i.e. <https://mcdonline.nic.in/>.

The interested Agency/Bidder/Firm should upload their bids along with duly signed scanned copies of all the relevant certificates, documents etc. in support of their technical & price bids on the Gem portal. The technical bids will be opened online as per Gem Schedule.

Particulars	Tender for providing manpower's i.e. 09 Security Guards (07 Male & 02 Females) on contract basis on minimum wages in Hospital Administration Department of Municipal Corporation of Delhi.
Last Date & Time of submission e-Tender	01-05-2023 17:00:00
Earnest Money Deposit (EMD) 2% of the bid value/tender value to be physically delivered in hand in the office of AC(HA), 18 th Floor, Dr. SPM Civic Centre, J.L. Nehru Marg, ND-02 on or before last date and time of online submission.	Rs.58173/- (Advisory Bank – State Bank of India)

Detailed information regarding the items, application / tender forms, EMD details, specifications, terms & conditions and additional Terms & Conditions can be downloaded from the following website: <https://mcdonline.nic.in/>. Both the Technical & Financial Bidding is through Gem portal only. The bidders/agency shall upload all the documents as per Eligibility Criteria and Terms & conditions for Bidders.

Any corrigendum to this tender will be notified through the aforesaid websites only i.e. <https://mcdonline.nic.in/>. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage. If the date of opening of tender happens to be a holiday, the tender will be opened on the next working day. No Physical form of Tender documents is required.

TENDER'S TERMS AND CONDITIONS:

1. MANPOWER REQUIREMENT IN HOSPITAL ADMINISTRATION DEPARTMENT OF MUNICIPAL CORPORATION OF DELHI (MCD).

Eligibility Criteria is given as under :-

S.No.	Name of Posts	Qualification & Experience	Age Limits	No. of Post Category- Wise	Monthly Remuneration (Minimum Wages)
1.	Security Guard	(i) 10 th Pass with qualified in House Structure Training Programme or its equivalent. Desirable: Knowledge of Hindi.	18 years to 40 years.	Total = 09 Posts (07 Male & 02 Females) I. 07 Security Guard for PSMS Hospital, Kalkaji, Central Zone. II. 02 Security Guard for PUHC, Fatehpur Beri, South Zone.	As per minimum wages for Unskilled Category of Govt. of NCT of Delhi, Labour Department order, as per rules.

2. Security Guard (Duties and Responsibilities)

- (i) He/She is to be found in proper uniform and displaying photo identity card should be provided by the manpower agency.
- (ii) He / She will assist in providing care, comfort and cure to the patients and Maintain cleanliness of person and dress.
- (iii) Must have no criminal record.
- (iv) He/She will not be found sleeping during duty hours. He/She is not to be found missing from the place of duty, for any reason without prior intimation to Incharge of Health Unit.
- (v) Smoking / Drinking is strictly prohibited in Hospital Premises and if found indulged in such activities, he/she will be surrendered to Hiring Agency immediately.
- (vi) The Security Guard is responsible for watch and ward of health unit area and grounds to prevent any case of fire, theft, vandalism, and illegal entry. He / She will assist staff in handling unruly visitors and patients, ensure plant safety and environmental conditions.
- (vii) He / She will take tour of health unit area and grounds, examine doors, windows, and gates etc at regular intervals to ensure safety of them, as under:-
 - a. Check all Health units doors on an hourly basis
 - b. Check parking lots at least five times in a shift.
- (viii) Question every unauthorized persons for unauthorized entry in health units premise and inform Incharge of Health Unit and police authority for assistance, according to circumstance / situation if emerges.
- (ix) Activate fire signal to alert Health unit staff and patients in case of fire in the health unit and assist the staff in extinguishing fire.
- (x) He / She will patrol health unit premise grounds to detect unauthorized persons or vehicles, Check vehicles and verify that any vehicle is not parked in restricted areas, such as fire zones, turnarounds, ambulance entrances and exits or reserved parking spaces.
- (xi) He / She will check exterior lighting and access routes of fire tenders in case of any fire emergency.
- (xii) He / She will endeavor to identify any antisocial element in the crowd to avoid any undesirable situation such as arguments, noisy scenes, accidents or thefts etc in the Health Units premises.
- (xiii) He/She will exhibit polite behavior towards patients / attendants thereof as they are worried about the life and well-being of their dear ones.
- (xiv) Charter of duty and responsibility of all security staff posted at different locations should be documented and made known to all staff. They are expected to be proactive with main thrust towards prevention rather than action.
- (xv) He/She should be unobtrusive yet effective in implementing the Health unit rules and regulations. He/she will gather information and prevent/ handle something wrong likely to happen, whenever/wherever in health unit premises.
- (xvi) He/she will assist Health Unit Medical Officer In-charge in gathering information/intelligence through day-today close observation of the staff as well as the visitors, by review and analysis of the CCTV footage collected through the cameras.
- (xvii) He/she should possess a high suspicion index so he/she does not miss any unusual observation. Health Units can be soft targets for terrorist activities such as bomb blasts, security staff must be especially alert to avert such catastrophe.
- (xviii) There should be a documented policy about frisking the staff and visitors (under specified rare situations) at random or as and when required. The frisking, whenever carried out should be in proper enclosures and staff instructed meticulously to respect the privacy and dignity of people.
- (xix) There should be a system of gate pass to check and control the entry/exit points of Health Units premises stores and equipment. The temporary out pass for equipment/stores should

- have a fixed validity of time leading to automatic check and enquiry about reasons for non-returning of items.
- (xx) Patrolling premises and checking doors, windows and gates to prevent and detect signs of unauthorized entry.
 - (xxi) Controlling access to establishments, monitoring and authorizing the entrance or departure of employees and visitors, checking identification.
 - (xxii) Circulating among visitors, patrons, or employees to preserve order, protect property from theft or vandalism and enforce the regulations of the establishment.
 - (xxiii) Responding to alarms, investigating disturbances and contacting superiors, police or fire-fighters as appropriate.
 - (xxiv) Performing security checks.
 - (xxv) Any other work as assigned by the Competent Authority i.e. Medical Officer Incharge of Health Units and perform in tasks as directed by Concerned Incharge of Health Unit.
3. Agency / Firms / Bidders are advised to study the Bid/tender documents carefully.
 4. This initial period of **one year may be extended further for one more year** on mutual consent with the existing rates and Terms and Conditions subject to satisfactory performance of security guards by the Incharge of Health Unit.
 5. The Bidder/Agency/Firm shall provide round the clock Security services in the Health Units premises i.e. Incharge of Health Unit.
 6. The list of personnel to be deployed shall be made available to the Department and if any change is required on part of the Department, a fresh list shall be made available by the contractor before making any change. However, as far as possible, the list will not be frequently changed so that continuity in operation is maintained. It will be mandatory that induction training is given by the contractor to the personnel to be deployed.
 7. **Labour Laws:-**The Security Workers deployed by the Contractor shall be the employees of the contractor. The Contractor shall abide by and comply with all relevant laws and statutory requirements covered under the Labour Laws, minimum wages, contract labour (Regulation & Abolition) Act 1970, EPF, ESI, Employees Compensation Act 1923, Bonus etc. in respect of the personnel engaged by the Contractor and for any lapse in this regard the Contractor shall be held accountable. The Contractor shall maintain registers required for recording the names of the personnel and their daily deployment sheet which shall be made available to the statutory authorities and departmental authorities on regular basis. The department shall also have a register for recording the names and details of personnel deployed on duty, and their attendance for coming in time and going out in time.
 8. **Accident:** - All liabilities in respect of an accident or death or occupational hazards during/out of/in course of work shall be borne by the contractor.
 9. **Performance and Supervisions:** -Adequate supervision will be provided to ensure up to mark performance of the said services in accordance with the prevailing assignment & instructions agreed upon between the two parties. In order to exercise effective control & supervision over the personnel deployed, the supervisory staff will be deployed round the clock by the Contractor in the health units premises, who will be the nodal point of co-ordination on any issues related to numbers, place of deployment & nature of duties.
 - a. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the department.
 - b. Contractor and its personnel shall take proper and reasonable precautions to prevent any loss, destruction, waste or misuse of the areas of whose responsibility has been given to them by the department and shall not knowingly lead to any person or company in any of the areas for any activities whatsoever under its control.
 - c. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Patients/Attendants and should project an image of utmost discipline. The Department shall have right to recommend any person to be removed through contractor in case of patients/staff complaints or as performing the job unsatisfactorily. The contractor shall have to arrange the suitable replacement in all such cases immediately failing which 10% of the contractual amount will be deducted from the bill in each occasion in the interest of general public/MCD. In case any public complaint is received attributable to any un-law full activities including under the effluence of liquor, smoking or intoxication, misconduct/misbehavior of contractor's personnel, the person will be removed by the contractor immediately and will not be re-employed in future by the contractor in such hospital. If re- employed in future by the contractor, 10% of the contractual amount will be deducted from the bill in each occasion in the interest of general public.
 10. The Security Personnel & Supervisors staff shall not accept any tip/Bakshish or demand any gratitude or reward in any manner from the patient or his/her relatives including general public/staff Under the terms of their employment agreement with the Contractor the personnel engaged under the contract shall not do any professional or other work for reward or otherwise either directly or indirectly.

11. The Incharge of Health Unit shall have the right, to have any person removed who is considered undesirable or otherwise.
12. The Agency/Firm/Bidder shall get Security Workers screened for visual, hearing, gross physical defects, contagious diseases, criminal records, police verification and will provide a certificate to this effect for each personnel deployed. Health Unit will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
13. **Shift Duty:-**
 - 1.1. There will be fixed hours of shift duties and total numbers of shifts in a day will be three. The duty hours will be decided in consultation with the Incharge of Health Unit and should be in compliance with the Labour Laws. The timings of the shift may be different at different places of posting of SECURITY SERVICES workers.
 - 1.2. During their tenure each and every Security Worker will be allowed weekly rest as per the Labour Laws.
 - 1.3. None of the duty personnel is allowed to do double shift duty under any circumstances.
14. **Familiarization:-**The Contractor in consultation with Department will give basic familiarization under the contract for 2-3 days about the duties to be performed by the Security Workers and their desirable behavior with the public and the patients in particular and this period 2-3 days will not be counted as shift manned by Contractor's personnel for the payment under the contract.
15. **Confidentiality:-** The Agency/Firm/Bidder shall ensure that its personnel shall not at any time divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose any information about the affairs of Department.
 - 1.1. The Agency/Firm/Bidder shall not, either during the terms or after expiry of this Contract disclose any proprietary or confidential information related to the services /contract and/or Department's business/operations, information, application /software, hardware, business data designs and other information/documents without the prior written consent of the Department.
 - 1.2. The Agency/Firm/Bidder shall execute a Non Disclosure Agreement (NDA) in favour of the Department.
 - 1.3. The Agency/Firm/Bidder shall be liable to fully compensate the Department for any loss of revenue arising from breach of confidentiality. The department reserves the right to adopt legal proceedings, civil or criminal, against the Agency/Firm/Bidder in relation to the dispute arising out of breach of obligation by the Contractor under the clause.
16. **Any liability arising out of any litigation** (Including those in consumer courts) due to any act of Agency/Firm/Bidder's personnel shall be directly borne by the Agency/Firm/Bidder including all expenses/fines. The Agency/Firm/Bidder's personnel shall attend the court as and when required.
17. **Union Activities:-** The Security Workers engaged by the contractor shall not take part in any staff union and association activities while on duty in the premises of the department.
18. This contract can be cancelled by MCD at anytime, during the operation period, by giving one month notice in advance, in writing for any reason whatsoever.
19. **Antecedent Verification:-** Before actually deploying the Security Workers and supervisors, the contractor shall inform the department in writing that the antecedents of the personnel to be deployed have been verified and further the copies of the police verification will be submitted. The contractor shall also provide to the department curriculum Vitae (CV) of the personnel to be deployed. The CV will contain such information as name, age, parentage, permanent/present residential address, marital status and next of kin, UIDAI etc.
20. **Uniform and Dress:-**The personnel engaged by the contractor shall be dressed in neat and clean uniform with proper name badges, failing which a penalty of Rs. 500/- for each occasion per person will be imposed on the contractor. Habitual offenders in this regard shall be withdrawn from the deployment. The penalty on this account shall be deducted from the contractor's bills (while quoting the financial bid, the contractor is advised to properly factor in the cost towards the uniform & dress.
21. **Discipline and Courtesy:-** The personnel engaged have to be courteous with pleasant mannerism in their dealing with the department officials, patients and members of public and should project an image of utmost discipline. The department shall have right to have any person removed in case of complaints from hospital staff or as decided by representative of the department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases.
22. **Bid duration** - 10 days.
23. **Bid life Cycle** (From Publish date) - 90 days.
24. **Bid offer validity** (From End date) - 75 days.

25. Time to be allowed to the seller for technical clarifications during technical evaluation- **2 days.**
26. **Average Annual turnover (for 3 years) (In lakhs)** (The Minimum average financial turnover of the bidder during the last three years, ending on 31st March of the previous financial years may be defined by the buyer between 0% to 50% of Estimated Bid value). - 49.9 % of the estimated cost. **(Attach Copy)**
27. **Years of past experience Required** (Buyer can define seller/ service providers eligibility based on year of past experience, please define number of years of experience required here - **3 years. (Attach Copy)**)
28. **Past experience of Similar services** (Buyer can be define services providers eligibility based on past experience of similar service, please select yes if you want to use standard 80/50/40 clause as given in manually for procurement of services as select No is you do not want to include past experience clause.)-
Past experience-
 - (a) 1 Project 80% of estimated value **(Attach Copy)**
 - (b) 2 Project 50% of estimated value **(Attach Copy)**
 - (c) 3 Project 40% of estimated value (in last 3 years) **(Attach Copy)**
29. **Documents required : YES**
 - a) Experience Criteria
 - b) Bidder Turnover **(for 3 years)**
 - c) Past Experience of Similar services for last 3 years
 - d) Certificate for Acceptance of Terms & Conditions and also Additional Term & Conditions (ATC).
30. **Criteria of Selection for final award if more than 1 bidder have quoted LI price "Run LI Selection" on GeM portal** (If all the bidders will quote the same price for this tender).
31. As per OM No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure, Procurement Policy Division, Govt. of India, the MSME / New Start Ups are not exempted from prior Experience Criteria, Turnover Criteria and EMD. Further, without EMD none firm/agency is eligible for this tender.
32. **Performance Bank Guarantee (PBG).- 5% of the final project cost.**
33. **Availability of Office of Service Provider:** An office of the Service Provider must be located in the state of Consignee. **Documentary Evidence to be submitted (Attach Copy).**
34. Bidders can also submit the EMD with Account Payee Demand Draft in favour of **Commissioner, Municipal Corporation of Delhi** payable at Delhi. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 05 days of Bid End date / Bid Opening date.
35. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder has to upload undertaking to this effect with bid. **(Attach Copy)**
36. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
37. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST.
38. **Dedicated/roll Free Telephone No. for Service Support:** BIDDER/OEM must have Dedicated/roll Free Telephone No. for Service Support. **(Attach Copy)**
39. **Escalation Matrix For Service Support:-** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support. **(Attach Copy)**
40. **Option Clause:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to **25% (Percent)** at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
41. **Payment Of Salaries And Wages:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff. A Certificate payment of salary to manpower staff will be supplied by the manpower agency / firm at the time submitted bills of every month.
42. **Successful Bidder** can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of **Commissioner, Municipal Corporation of Delhi** payable at **Delhi.** After award of contract,

- Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy of the original DD to the Buyer within 15 days of award of contract.
43. **The Service Provider** is required to have **at least 40 % of the required manpower** on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid. **(Attach Copy)**
44. Bidders rate should be inclusive of GST. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST.
45. The contract will be for one year from the commencement of the contract subject to satisfactory performance and on failure on this aspect, the MCD reserves the right to terminate the contract.
46. Agency will provide line management for a team of Security Supervisor and Security guard which operate a 365 day, 24/7 service.
47. Ensure all necessary property inspections have been carried out and security equipment is in serviceable condition.
48. Agency will provide walkie-talkie/instruments of audio communication to each supervisor and security guards to ensure timely communication between them.
49. The Agency shall not engage any such sub-Agency or transfer the contract to any other person in any manner.
50. The Agency shall indemnify the Health units from an against all claims, damages, losses and expenses arising out of or resulting from the works/services under the contract provided by the Agency.
51. All liabilities arising out of accident or death while on duty shall be borne by the Agency. Only physically fit personnel shall be deployed for duty.
52. Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the property/areas of the health unit premises. The Agency shall be responsible to protect all properties and equipments of the health unit entrusted to it.
53. Security Officer must organize surprise visits (during day and night) to check the alertness and attentiveness of the Security Guard.
54. The agency will be responsible for:
- (i) Maintaining of disciplines in queue formation wherever required.
 - (ii) Control and manning of Gates leading to the Health Units, the premises & wards.
 - (iii) General security and safety of movable and immovable assets within the premises.
55. The Incharge of Health Unit shall have right to have any person removed in case of patient/staff/staff complaints or as decided by representative of the health units if the person is not performing the job satisfactorily or otherwise. The Agency shall have to arrange the suitable replacement in all such cases **within 24 hours positively**.
56. The Antecedents of security staff deployed shall be got verified by the manpower agency from the local police authorities and an undertaking in this regard is to be submitted to the office of AC(HA), 18th Floor, Dr. SPM Civic Centre, New Delhi-110002.
57. A Evaluation Board having following members may be allowed to be constituted to evaluate Technical Bids / Financial Bids / selection of eligible manpower agency to provide manpower as per tender terms & conditions :-

Sl.No.	Designation of Officer	Members
1.	DHA/DC(Health)	Chairman
2.	Addl.DHA(Primary Health)	Member
3.	Addl.DHA(Hospitals)	Member
4.	DCA(Health)-HQ	Member
5.	AC(HA)-HQ	Member
6.	AO(HA)-HQ	Member Secy.

58. Selection of eligible candidates will be done at Hospital Admn.-HQ by the Board constituting of following members after verification of original documents / eligibility criteria / qualification / experience / age limits / reservation viz OBC, SC, ST, EWS & PH as mentioned in above for the specific post(s) of candidates provided by manpower agency:-

Sl.No.	Designation of Officer	Members
1.	Addl.DHA(Primary Health)	Chairman
2.	Dy.DHA (HQ)-Primary Health	Member
3.	AC(HA)-HQ	Member
4.	AO(HA)-HQ	Member Secy.

Selected/Eligible candidates / manpower as per eligibility criteria will be deployed at PSMS Hospital, Kalkaji, Central Zone & PUHC, Fatehpur Beri, South Zone after the obtaining approval of the Competent Authority i.e. **DHA / DC(Health)**, as per requirement of the health unit(s).

59. Prevailing minimum wages for unskilled worker as per latest order issued on 14.10.2022 by Labour Department, Govt. of NCT of Delhi. Accordingly, the estimated financial implication of Salary / emolument on the basis of latest order dated 14.10.2022 issued by Labour Department, Govt. of NCT of Delhi will be as under :-

1. SECURITY GUARDS (Total Posts -09)

S.No.	Particulars	Rate per day (In INR)	Rate per Month (In INR)
1.	Salary (remuneration) – Unskilled Category	646	1,6792
2.	ESI Employer Share (3.25 % of minimum wages)		545.74
3.	EPF (Charges @ 13% of Rs. 15000)		1950.00
		Total	19288.00
4.	Service provider charges (Max. 10 % of remuneration)		1928.80
		Total	21217.00
5.	Total for 09 Security Guards for 1 year		2291436
		GST 18%	412459
		Total estimated expenditure for one year. (A)	2703895
6.	Bonus for 09 Security Guards @8.33 % of yearly remuneration		173520
		GST 18 %	31234
		Total Bonus for 09 Security Guards with GST for one year. (B)	204754
7.	Total Estimated expenditure for one year Including Bonus & GST (A+B)		Rs.29,08,649/-

Total Expenditure of hiring manpower for above mentioned post is as under: -

Name of Post	No. of Post of Be filled	Total Expenditure
Security Guards	09 (07 Male & 02 Females)	Rs.29,08,649/-
		Rs.29,08,649/-

60. It will be ensured by manpower agency that each security guards being deployed at PSMS Hospital, Kalkaji, Central Zone and PUHC, Fatehpur Beri, South Zone is fully vaccinated against Corona, as per govt. guidelines.

61. BUYER SPECIFIC ADDITIONAL TERMS AND CONDITIONS (ATC):-

- (1) Bidders are required to furnish Bid Security (also known as Earnest Money) of an amount equal to **2%** of work value in favor of "**Commissioner, Municipal Corporation of Delhi**".
- (2) Bids received without EMD will not be considered and summarily rejected. EMD not exempted for MSME and Start-up for this tender.
- (3) The bidder should have undertaken any one of the following works during the last three financial years duly certified by the registered chartered Accountant of any Central/State Govt. Org./PSU/Public Listed Company :-
- (a) One single order of manpower (Para-medical staff) supply not less than **Rs.23,26,919/-** (@80% of bid value).
- (b) Two orders of manpower (Para-medical staff) supply not less than **Rs.14,54,324/-** (@50% of bid value).
- (c) Three orders of manpower (Para-medical staff) supply not less than **Rs.11,63,460/-** (@40% of bid value).

- (4) EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity latest on or before the 30th day after the award of the contract.

- (5) The contract will be for one year from the commencement of the contract subject to

- satisfactory performance and on failure on this aspect, the MCD reserves the right to terminate the contract.
- (6) Prices quoted shall be fixed during the period of the contract including any extended period and not subject to verification on any account except in cases of statutory payments (ESI, PF, GST etc. which will be considered by the competent authority to the extent of actual, on submission of claim with documentary proof accompanied by the relevant Govt. Notification/Orders.
- (7) The MCD authority in the event of any increase-decrease in the requirement of manpower subject to the maximum number of posts under contract and may direct the contractor accordingly and the contractor is bound to provide manpower as per the changed requirement and he shall be paid proportionately for the changed requirement.
- (8) The Commissioner, MCD reserves the right to terminate the contract at any time, before the expiry of one year, by giving one month notice. However the Service Provider needs to give 03 months' notice in case of premature termination of contract to let the hospital arrange for replacement of the contractual staff. During the notice period, both the parties will maintain the status quo.
- (9) Such undertaking that he/she has not secured the employment through corrupt practices should be obtained from all the outsourced staff.
- (10) The service provider shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character. The contractor shall engage only such workers whose antecedents have been thoroughly verified, including character and police verification and other formalities.
- (11) **I/card with name of the post and prescribed dress of Security Guard and Security Supervisor will be provided to manpower by agency / firm.**
- (12) **The contractor shall provide manpower strictly as per the eligibility criteria and guidelines of MCD alongwith terms and conditions as above mentioned post.**
- (13) Contractual staff shall be paid the wages strictly as per biometric attendance marked by them and duly verified by Concerned Medical Officer Incharge of the Health Units.
- (14) Outsourced staff may have to perform rotational duties in shifts for round the clock duty on all days including Sundays and Holidays as per direction of competent authority of the MCD. The timing of single shift duty will be specified by the MCD.
- (15) The contractor will be responsible for such conduct of the persons engaged, which will be conducive for maintaining the harmonious atmosphere and will be responsible for any undesired acts and omissions of such persons. If any person is found to be undisciplined or not performing duty properly in the opinion of the Concerned Medical Officer Incharge of the Health Unit, he/she is liable to be removed and replaced by a suitable person immediately i.e. within 24 hours positively.
- (16) The service provider shall ensure the Health and Safety measures of the hired staff and it shall be alone fully responsible for well being, safety, security and insurance of their personnel.
- (17) The MCD shall not be liable for any damage and/or compensation payable to any worker of contractor or to the contractor in case of any fatal injury/death caused to or by any man power while performing/discharging their duty or otherwise. The contractor shall indemnify MCD for all such damages, compensation and expenses whatsoever in respect thereof or in relation thereto.
- (18) Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of responsibility given to them by the MCD and shall not knowingly lend to any person or company any of the effects or assets of the MCD under its control.
- (19) In the event of loss/damage of equipments etc. at the premises of the MCD due to negligence/carelessness of Contractor staff, the Contractor shall compensate the loss to MCD apart from removal of the responsible person.
- (20) **Documents Comprising the Bids:** The Bid prepared by the bidder shall comprise of the following components.

- 4.1.1. EMD (i.e. DD / FDR in favor of Commissioner, Municipal Corporation of Delhi).
- 4.1.2. Photograph of the bidder
- 4.1.3. Copy of PAN Card of the bidding firm.
- 4.1.4. Certificate Incorporation of Registration in case of firm registered under India Companies Act or Partnership deed in case of Partnership Firm or Joint Venture Agreement in case of consortium of two firms. (not more than two firms are allowed to form consortium).
- 4.1.5. Certificate of Registration for EPF subscription
- 4.1.6. Certificate of Registration for ESI Subscription.
- 4.1.7. Certificate of GST Registration number.
- 4.1.8. Audited balance sheet/audited Income & expenditure statement for proceeding three financial years (2019-20, 2020-21, 2021-22)
- 4.1.9. Special power of attorney in favour of the authorized person signing the bid.
- 4.1.10. Undertaking as per Annexure-V, VI, VII, VIII.
- 4.1.11. ISO Certification of the Agency since more than two years as on last date of submission of Bid.

(21)

Experience Certificate shall comprise of following types of documents in support of credentials/experience and will be uploaded along with the technical bid form (Annexure-I).


- i. Copy of work order and/or
- ii. Copy of agreement (Part pages of the work order or agreement shall not be acceptable.
- iii. Certificate or letter issued by the client under the signature and office seal of competent official of the said client in favour of the bidding firm declaring that the service provided by the bidding firm has been or was satisfactory during the period of engagement (Please note that the above said certificate of satisfactory service must be submitted from at least one clients, if not from all clients. Failure to submit such certificate from at least one client will earn zero marks even if supporting documents as mentioned in (i) and (ii) above are given).

CHECK LIST OF ELIGIBLE AGENCY/FIRM/BIDDER/CONTRACTOR

S.No.	Attributes about the documents	Document Submitted (Yes / No)	Number of page at which the document is made available
1.	EMD @ 2% of Bid Amount		
2.	Documentary proof of registration under Labour Act 1970		
3.	Turnover of the firm (in Lakh Rs) – for last 03 years.		
4.	Year of experiences (minimum 3 years experience required in similar services)		
5.	Proof of office in Delhi / New Delhi		
6.	Forwarding letter accepting the Terms and Conditions and Additional Terms & Conditions (ATC)		
7.	Past experience- A) 1 project 80% of estimated value i.e more than Rs.23,26,919/-. B) 2 project 50% of estimated value i.e more than Rs.14,54,324/-. C) 3 project 40% of estimated value i.e more than Rs.11,63,460/-.(in last 3 years)		
8.	Total No. of employee on their payroll 40% (48 Employee Must)		
9.	Dedicated / Toll free Telephone number for service support.		
10.	Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.		
11.	Acceptance of Payment of Salary and Wages Clause & Option clause for increase and decrease		

	manpower at the time of placing order and increase 25% manpower during the contract.		
12.	Documentary proof of performance certificate for the last three years with copy of contract/agreement with valid extensions and satisfactory completion		
13.	Documentary proof in form of latest ESJ/EPF return for the last three years as filled by concerned authorities by the bidder as proof of manpower in their role		
14.	Documentary proof of EPF registration & Code number		
15.	Documentary proof of ESIC registration & Code Number		
16.	Documentary proof of Service tax registration & latest tax return clearance certificate		
17.	Documentary proof of PAN/TAN number		
18.	Documentary proof of Registration in Labour department		
19.	Non blacklisting/debaring and other declaration on non judicial stamp paper duly attested		
20.	Documentary proof of imparting training to the staff on regular basis as per NIT clause		
21.	Documentary proof and declaration proprietorship/partnership/Private limited or limited firm as per NIT		
22.	Documentary proof of written special power of attorney		
23.	Declaration of not having an agent/middle men/intermediary on letter head		
24.	Declaration for not have been facing any criminal charges.		
25.	Documentary proof of ISO Certificate		

This issues with the approval of prior Competent Authority, Municipal Corporation of Delhi.


Admn. Officer(HA)-HQ
Hospital Admn. Deptt. (MCD)

Director(IT)/MCD:- with the request to upload the tender information on MCD Website.